



# CITY OF MILES CITY AGENDA

*Regular Council Meeting  
Remote per Zoom.us*

*May 12, 2020  
6:00 p.m.*

During the COVID-19 emergency, City of Miles City-City Council will be meeting by remote means. To attend the meetings by mobile phone, please log on to zoom.us and download the Zoom app from its "Download Center". The meeting information will be posted on the City of Miles City's website at [milescity-mt.org](http://milescity-mt.org). If you would to receive a personal invite, please email your email address to the City Clerk at the address below. Documents for the meetings can be accessed by calling 874-8602 or emailing [cityclerk@milescity-mt.org](mailto:cityclerk@milescity-mt.org) with the request.

## CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES
  - A. Regular City Council Meeting 04/28/2020
2. SCHEDULE MEETINGS
3. REQUEST OF CITIZENS & PUBLIC COMMENT

Mark Ahner- (4<sup>th</sup> of July Committee)- Asking for the City to provide signage, street closure from 5<sup>th</sup> Street to Montana Street, Police escort for the parade, A Non-alcoholic park use permit that includes the usage of the Pavilion at no cost to the committee and City provide and pay for the Special Event liability Insurance. Due to uncertainty, the Council has the discretion to cancel the event at anytime up to Tuesday, June 23<sup>rd</sup>.

4. APPOINTMENTS
5. PROCLAMATIONS

Kids to Parks Day May 16, 2020

6. STAFF REPORTS
7. CITY COUNCIL COMMENTS
8. MAYOR COMMENTS
9. COMMITTEE RECOMMENDATIONS
10. BID OPENINGS

Portable Asphalt Recycling Machine

11. BID AWARDS

12. **PUBLIC HEARINGS**

- A. **ORDINANCE NO. 1340- An Ordinance Amending Section 1-8 of the Code of Ordinances of Miles City, Montana, Revising the Legal Description of the Corporate Limits of the City of Miles City**

13. **UNFINISHED BUSINESS**

- A. **ORDINANCE NO. 1340- (*Second Reading*) An Ordinance Amending Section 1-8 of the Code of Ordinances of Miles City, Montana, Revising the Legal Description of the Corporate Limits of the City of Miles City**

14. **NEW BUSINESS**

- A. **ORDINANCE NO. 1341- An Ordinance Repealing Article III in Chapter 18, Including Sections 18-51, 18-52 and 18-53, of the Code of Ordinances of the City of Miles City, Pertaining to Police Advisory Committees**
- B. **RESOLUTION NO. 4324- A Resolution Authorizing the City of Miles City to Enter Into a Montana Department of Commerce Coal Board Contract for Grant Funding Relating to the Frank Wiley Field Miles City Airport Improvement Project**
- C. **Discussion and Recommendation for sale of leased Airport land to leasee**
- D. **Approval of April claims**

15. **ADJOURNMENT**

Public comment on any public matter that is not on the agenda of this meeting can be presented under Request of Citizens, provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed on the matter. Public matter does not include contested cases and other adjudicative proceedings

# Minutes

**REGULAR COUNCIL MEETING April 28, 2020**  
**6:00 p.m.**

**CALL TO ORDER**

The Regular Council meeting was held Tuesday, April 28, 2020, by Zoom. Council President Wilcox called the meeting to order. Council Members present were Dwayne Andrews, Ken Gardner, John Uden, Rick Huber, Curtis Reese, and Austin Lott. Councilperson Kassner and Mayor Hollowell were excused.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Police Chief Doug Colombik, Fire Chief Branden Stevens, Planner in Training Ally Capps, Flood Plain Administrator/Auto Cad/Assistant PWPV Samantha Malenovsky, and City Clerk/Minute Recorder Lorrie Pearce.

**PLEDGE OF ALLEGIANCE**

Council President Wilcox led the Council in the Pledge of Allegiance.

**APPROVAL OF COUNCIL & COMMITTEE MINUTES**

**City Council Minutes: 4/14/2020**

\*\* *Councilperson Gardner moved to approve the minutes of the Regular Council Meeting of April 14, 2020, and seconded by Councilperson Huber. The motion passed by unanimous consent, 7-0.*

**Finance Committee Minutes: 4/9/2020**

\*\* *Councilperson Reese moved to approve the minutes of the Finance Committee Meeting of April 9, 2020, and seconded by Councilperson Lott. The motion passed by unanimous consent, 7-0.*

**Human Resource Committee Minutes: 4/21/2020**

\*\* *Councilperson Andrews moved to approve the minutes of the Human Resource Meeting of April 21, 2020, and seconded by Councilperson Huber. The motion passed by unanimous consent, 7-0.*

**Finance Committee Minutes: 4/21/2020**

\*\* *Councilperson Lott moved to approve the minutes of the Finance Committee Meeting of April 21, 2020, and seconded by Councilperson Andrews. The motion passed by unanimous consent, 7-0.*

## **SCHEDULE MEETINGS**

*The following meetings will be held in the City Hall Conference Room:  
Human Resource May 7<sup>th</sup> @ 4:15pm*

## **REQUEST OF CITIZENS & PUBLIC COMMENT**

Representative of Miles City Area Economic Development Council Elizabeth Patten said that Covid19 is affecting the entire city long term. She is looking at handing out surveys to businesses and would like Councils feedback on it. Once the surveys are received back to her, she will share the with Council. Her email is [epatten@mcaedc.org](mailto:epatten@mcaedc.org)

## **APPOINTMENTS**

None

## **PROCLAMATIONS**

None

## **STAFF REPORTS**

**Branden Stevens-** The Custer County Incident and Health Boards recommendation on Covid19 are to follow Governor Bullocks orders. This will continue through all the phases and the City is still committed to being prepared.

**Scott Gray-** Strevell Street paving was completed last week. City crews are working on manholes this week, landscaping and concrete will be completed in the future. Walleye Unlimited has moved the old picnic shed to the beach area and moved boulders to extend the parking area by the area where the new shelter will be installed.

**Lorrie Pearce-** Reminded Council that tonight will be the last Council meeting for Councilman Uden and thanked him for his dedication The City did not receive any letters of interest for the Ward II vacancy, so the open vacancy will continue until filled.

**Doug Colombik-** Working on preparing stats and will be delivered to Council soon.

## **CITY COUNCIL COMMENTS**

**John Uden-** Wished everyone nothing but the best and told everyone to take care of themselves.

## **MAYOR COMMENTS**

None

## **COMMITTEE RECOMMENDATIONS**

**Human Resource-** Retro pay of \$2.00 back to February 15, 2019 for the Historic Preservation Officer/Urban Renewal Administrator. \$1.00 per hour paid back from the Historic Preservation fund, and the other \$1.00 per hour from the Urban Renewal Administrator fund.

Clerk Pearce thought that the item should be referred to the Finance Committee to review the percent breakdown on the position.

\*\* *After a long discussion, Council President Wilcox moved to approve the increase and refer the issue to the Finance Committee to review the percent breakdown, seconded by Councilperson Andrews. The motion passed unanimously*

### **BID OPENINGS**

None

### **BID AWARDS**

Darling Addition Phase III- Diamond J

Director Gray said there were four bids received and Diamond J was the lowest. KLJ had worked with Diamond J on a similar project and recommended them.

Director Speelmon explained that the lowest bid was \$500,000 less than what the engineers expected and there was a difference of \$800,000 comparing the highest bid to the lowest bid.

\*\* *Councilperson Andrews moved to accept Diamond J's bid, seconded by Councilperson Uden. The motion passed unanimously*

### **PUBLIC HEARINGS**

- A. **ORDINANCE NO. 1339- An Ordinance Extending the Duration of Business Improvement District 101, Providing For a Board of Trustees and Executive Director and the Terms Thereof, Providing for the Funding of the District, Providing for the Duration of Such Extension of the District, and providing an Effective Date Therefore**

Council President Wilcox called for comments from proponents three times, then opponents three times and, hearing none, the hearing was closed.

### **UNFINISHED BUSINESS**

- A. **ORDINANCE NO. 1339- (Second Reading) An Ordinance Extending the Duration of Business Improvement District 101, Providing For a Board of Trustees and Executive Director and the Terms Thereof, Providing for the Funding of the District, Providing for the Duration of Such Extension of the District, and providing an Effective Date**

**Therefore**

- \*\* *Councilperson Lott moved to approve the Ordinance, read by title only and seconded by Councilperson Gardner. On roll call vote, the motion passed by unanimous consent, 7-0. Ordinance No. 1339 passed.*

**NEW BUSINESS**

- A. ORDINANCE NO. 1340- (First Reading) An Ordinance Amending Section 1-8 of the Code of Ordinances of Miles City, Montana, Revising the Legal Description of the Corporate Limits of the City of Miles City**

\*\* *Councilperson Andrews moved to approve the Ordinance, read by title, only and seconded by Councilperson Gardner.*

Administrator Malenovsky said nothing changed, but better descriptions were added to make it easier to use for surveyors and in the future.

\*\* *The motion passed 7-0*

- B. RESOLUTION NO. 4321- A Resolution Authorizing the City of Miles City to Enter Into a Short Form of Agreement Between Owner and Engineer for Professional Services With Interstate Engineering, Inc. Related to the Miles City Industrial and Commercial Water/Sewer Project**

\*\* *Councilperson Reese moved to approve the Resolution, read by title only and seconded by Councilperson Huber. On roll call vote, the motion passed by unanimous consent, 7-0. Resolution No. 4321 passed*

- C. RESOLUTION NO. 4322- A Resolution Authorizing the City of Miles City to Enter Into Agreement Articles and Obligating Agreement With the Montana Disaster and Emergency Services Program for a Police Body Camera Grant**

\*\* *Councilperson Uden moved to approve the Resolution, read by title only and seconded by Councilperson Gardner.*

Items that were discussed by Dispatch Supervisor Lyne Anderson, Police Chief Doug Colombik and Police Officer Ryan Ketchum were as follows:

- The City was awarded a \$30,396 grant from Montana Disaster and Emergency Services Program (DES) to purchase 11 body cameras, a computer and extra batteries
- The City already has Watchguard cameras and they are compatible

with Zuercher, so on the specification for quotes it said it had to be compatible with Zuercher

- In the future it will cost the City an additional \$3,500 a year for the annual maintenance fee. The fee provides 16TB of storage, software and updates.
- The City received two other quotes that varied from \$42,000-\$82,000 and they were not compatible with Zuercher

*\*\* On roll call vote, the motion passed by unanimous consent, 7-0.*  
**Resolution No. 4322 passed.**

**D. RESOLUTION NO. 4323- A Resolution Authorizing the City of Miles City to Enter Into a Montana Department of Commerce “Delivering Local Assistance” Program Contract for Replacement of Water and Sewer Lines, Valves, and Hydrants**

*\*\* Councilperson Andrews moved to approve the Resolution, read by title only and seconded by Councilperson Huber. On roll call vote, the motion passed.*  
**Resolution No. 4323 passed.**

**ADJOURNMENT**

*\*\* Councilperson Andrews moved to adjourn the meeting, seconded by Councilperson Gardner and passed unanimously.*

The meeting was adjourned at 7:12 p.m.

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**Kathy Wilcox, Council President**

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**Lorrie Pearce, City Clerk**





## Proclamation

### Proclaiming May 16, 2020, as Parks to Kids Day in the City of Miles City

**WHEREAS**, May 16, 2020, is the tenth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May is now Parks to Kids Day; and

**WHEREAS**, Parks to Kids Day empowers kids and encourages families to embrace what they can do outdoors at America's parks, public lands and waters; and

**WHEREAS**, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension and hypercholesterolemia; and

**WHEREAS**, Parks to Kids Day will broaden children's appreciation for nature and outdoors; and

**WHEREAS**, Parks to Kids Day will recognize the importance of social distancing while enjoying the benefits of the outdoors during the COVID-19 crisis; and

**NOW THEREFORE**, I Mayor, John Hollowell, do hereby proclaim May 16, 2020, as **Parks to Kids Day**.

Signed by the Mayor of Miles City Montana, on this  
date 05/12/2020

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John Hollowell, Mayor

Public Hearing  
&  
Unfinished Business

**ORDINANCE NO. 1340**

**AN ORDINANCE AMENDING SECTION 1-8 OF THE CODE OF ORDINANCES OF MILES CITY, MONTANA, REVISING THE LEGAL DESCRIPTION OF THE CORPORATE LIMITS OF THE CITY OF MILES CITY.**

**BE IT ORDAINED**, by the City Council of the City of Miles City, Montana, as follows:

**Section 1.** Section 1-8 shall be replaced with the following provision:

**Sec. 1-8. - Boundaries of city described.**

The corporate limits of the City of Miles City, Montana, are hereby defined, described and established by the following real property legal description:

A parcel of land lying in Sections 2, 3, & 4, Township 7 North, Range 47 East and Sections 21, 27, 28, 29, 32, 33, 34, & 35, Township 08 North, Range 47 East, P.M.M., Custer County, Montana more particularly described as follows:

Beginning at the section corner common to said Sections 21, 22, 27 & 28, T07N, R47E said point being the POINT OF BEGINNING;  
thence S00°06'49"E, along the section line between said Sections 27 & 28 a distance of 825.36 feet;  
thence N89°53'58"E, a distance of 1,318.37 feet;  
thence south, a distance of 424.42 feet;  
thence S29°39'55"W, a distance of 75.35 feet;  
thence S08°42'38"W, a distance of 335.05 feet;  
thence S17°23'50"W, a distance of 196.00 feet;  
thence S46°14'24"W, a distance of 452.28 feet;  
thence S78°11'46"W, a distance of 462.89 feet;  
thence S71°59'02"W, a distance of 373.28 feet;  
thence S00°19'49"E, along the easterly right of way of Montana Avenue, a distance of 275.64 feet,  
thence N89°58'36"E, along the east-west mid-section line, a distance of 1,288.01 feet to the intersection of Riverside Street & North Lake Avenue;  
thence N00°02'01"E, along the centerline of North lake Avenue, a distance of 1,339.68 feet to a point on the centerline of the old Tongue River bed;  
thence northeasterly N28d18'45"E, following the meandering south bank of the slough to the Section Line 27 (approximately the centerline of Taft Street);  
thence N89°56'59"E, a distance of 306.20 feet;  
thence S00°03'01"E, along the centerline of North Merriam Avenue, a distance of 646.08 feet;  
thence N89°42'40"E, along the centerline of Rivenes Street, a distance of 649.37 feet;  
thence S00°02'41"E, along the centerline of Daly Avenue, a distance of 330.61 feet;  
thence N89°55'23"E, along the centerline of Jackson Street, a distance of 330.44 feet;  
thence S00°05'01"E, along the centerline of Kadzie Avenue, a distance of 1,262.34 feet;  
thence S65°10'37"W, a distance of 766.84 feet;  
thence South, a distance of 605.15 feet to the north line of Tract A of the Alberts Subdivision;

thence N61°36'37"E along the north line of Tract A of the Albert Subdivision, distance of 432.41 feet;  
thence S56°09'44"E, along the east line of Tract A of the Albert Subdivision, a distance of 292.60 feet;  
thence S13°24'51"W, a distance of 852.98 feet;  
thence N89°56'59"E, along the south line of Alta Tracts, a distance of 622.35 feet;  
thence S00°03'01"E, a distance of 659.00 feet;  
thence N89°49'18"E, a distance of 307.61 feet;  
thence south along the centerline of Sewell Avenue, a distance of 659.29 feet to the intersection of  
Sewell Avenue & Leighton Boulevard;  
thence S00°02'59"E, along the centerline of Sewell Avenue, a distance of 405.45 feet;  
thence N89°42'51"E, a distance of 867.39 feet;  
thence S00°16'24"E, along the east right of way of Legion Street, a distance of 340.83 feet;  
thence N89°49'03"E, along the north line of the Green Star subdivision, a distance of 415.93 feet;  
thence S00°09'35"E, along the west right of way line of North Haynes Avenue, a distance of 433.82  
feet;  
thence S44°47'12"W, a distance of 21.27 feet;  
thence S89°45'02"W, along the north right of way line of Main Street, a distance of 268.71 feet;  
thence S00°13'01"E, a distance of 384.33 feet;  
thence N89°55'51"E, along the Section line common to said Sections 34 & 35, a distance of 317.75  
feet;  
thence S00°04'11"E, along the Section line common to said Sections 34 & 35, a distance of 395.86  
feet;  
thence east along the north line of Mallet Subdivision, a distance of 656.24 feet;  
thence S00°07'33"E, along the east line of Mallet Subdivision, a distance of 658.58 feet;  
thence S89°51'08"E, along the north line of Meadows Subdivision, a distance of 656.48 feet;  
thence S00°12'00"E, along the east line of Meadows Subdivision, a distance of 1,328.09 feet;  
thence S89°36'31"W, along the south side of Comstock Avenue, a distance of 899.85 feet;  
thence S00°23'25"E, a distance of 248.70 feet;  
thence S89°36'32"W, a distance of 77.22 feet;  
thence N00°23'24"W, a distance of 31.47 feet;  
thence S89°36'24"W, a distance of 56.17 feet;  
thence S00°07'23"E, a distance of 237.10 feet;  
thence S77°11'05"E, along the north right of way line of Love Street, a distance of 1,059.99 feet;  
thence S00°11'36"E, a distance of 408.44 feet;  
thence S48°57'07"E, a distance of 749.06 feet;  
thence south, a distance of 1,040.14 feet;  
thence N89°21'52"E, along the 1/16th line, a distance of 200.00 feet to the northwest corner of Lot  
18, Block 16, Southgate Meadows Subdivision;  
thence N89°19'33"E, along the 1/16th line, a distance of 554.36 feet;  
thence S89°48'58"E, along the 1/16th line, a distance of 493.58 feet;  
thence S29°54'34"W, along the east boundary of the Southgate Meadow Subdivision, a distance of  
231.64 feet;  
thence Southwesterly along the arc a distance of 253.52 feet to a point of reverse curve to the right  
having a radius of 204.40 feet and a central angle of 71°03'52";  
thence Westerly along the arc, a distance of 208.74 feet to a point of reverse curve to the left having a  
radius of 192.27 feet and a central angle of 62°12'14";  
thence S38°43'02"W, along the east boundary of the Southgate Meadows Subdivision, a distance of  
87.65 feet;

thence S51°05'41"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 69.89 feet;  
thence N74°57'07"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 180.17 feet;  
thence S47°03'01"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 124.52 feet;  
thence S03°53'39"W, along the east boundary of the Southgate Meadows Subdivision, a distance of 80.17 feet;  
thence S70°02'45"W, along the east boundary of the Southgate Meadows Subdivision, a distance of 63.82 feet;  
thence southerly along the arc, through a central angle of 31°38'21", a distance of 31.53 feet;  
thence S79°58'57"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 53.81 feet;  
thence S03°53'30"W, along the east boundary of the Southgate Meadows Subdivision, a distance of 157.64 feet;  
thence N86°12'16"W, along the east boundary of the Southgate Meadows Subdivision, a distance of 453.75 feet;  
thence S51°12'50"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 39.51 feet;  
thence S42°54'56"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 110.68 feet;  
thence S21°28'45"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 127.54 feet;  
thence S01°04'24"W, along the east boundary of the Southgate Meadows Subdivision, a distance of 122.24 feet;  
thence S20°26'58"W, along the east boundary of the Southgate Meadows Subdivision, a distance of 95.01 feet;  
thence S35°18'26"W, along the east boundary of the Southgate Meadows Subdivision, a distance of 79.29 feet;  
thence S38°48'59"W, along the east boundary of the Southgate Meadows Subdivision, a distance of 235.18 feet;  
thence S25°07'39"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 149.95 feet;  
thence S89°59'50"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 179.93 feet;  
thence S65°02'54"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 174.88 feet;  
thence N53°27'39"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 157.44 feet;  
thence N69°57'26"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 179.45 feet;  
thence S40°29'27"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 202.46 feet;  
thence S00°38'41"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 206.73 feet;  
thence S28°08'21"W, along the east boundary of the Southgate Meadows Subdivision, a distance of 127.57 feet;

thence N59°24'15"W, along the east boundary of the Southgate Meadows Subdivision, a distance of 127.15 feet;  
thence N89°41'00"W, along the east boundary of the Southgate Meadows Subdivision, a distance of 107.13 feet;  
thence S00°06'49"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 294.43 feet;  
thence S29°25'11"W, along the east boundary of the Southgate Meadows Subdivision, a distance of 150.07 feet;  
thence S10°52'37"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 253.84 feet;  
thence S06°02'06"W, along the east boundary of the Southgate Meadows Subdivision, a distance of 318.47 feet;  
thence S00°02'36"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 199.79 feet;  
thence S88°16'00"W, along the east boundary of the Southgate Meadows Subdivision, a distance of 25.06 feet;  
thence S00°02'59"E, along the east boundary of the Southgate Meadows Subdivision, a distance of 120.06 feet;  
thence S12°24'57"W, along the east boundary of the Southgate Meadows Subdivision, a distance of 738.24 feet;  
thence S89°52'11"W, along the south line of said Section 2, a distance of 1,323.64 feet;  
thence S89°49'36"W, along the south line of said Section 2, a distance of 1,323.44 feet to the section corner common to Section 2, 3, 10 & 11;  
thence N00°00'15"E, along the section line common to said Sections 2 & 3, a distance of 555.19 feet;  
thence N89°56'17"W, along the south line of Horizon Equip Co Tract, a distance of 647.39 feet;  
thence N22°59'26"E, along the west line of Horizon Equip Co Tract, a distance of 273.92 feet;  
thence N53°29'49"E, along the north line of Horizon Equip Co Tract, a distance of 230.00 feet;  
thence N56°07'49"E, along the north line of Horizon Equip Co Tract, a distance of 280.12 feet;  
thence N60°42'49"E, along the north line of Horizon Equip Co Tract, a distance of 76.79 feet;  
thence N74°46'29"E, a distance of 58.03 feet;  
thence N00°00'15"E, along the east right of way of South Haynes Avenue, a distance of 162.95 feet;  
thence N89°47'26"E, along the north line of Horizon Park Subdivision, a distance of 1,324.61 feet;  
thence N00°01'22"W, along the west line of Southgate Meadows Subdivision, a distance of 1,346.64 feet;  
thence N00°01'34"W, a distance of 1,803.79 feet;  
thence S58°16'11"W, along the south easterly right of way line of I-94, a distance of 55.55 feet;  
thence N45°48'41"W, along the south easterly right of way line of I-94, a distance of 422.49 feet;  
thence S58°22'28"W, along the south easterly right of way line of I-94, a distance of 287.00 feet;  
thence S43°55'27"W, along the south easterly right of way line of I-94, a distance of 36.71 feet;  
thence S48°15'29"W, along the south easterly right of way line of I-94, a distance of 262.13 feet;  
thence S38°08'37"W, along the south easterly right of way line of I-94, a distance of 43.95 feet;  
thence S89°44'58"W, along the south easterly right of way line of I-94, a distance of 12.85 feet;  
thence S38°10'07"W, along the south easterly right of way line of I-94, a distance of 223.05 feet;  
thence S41°44'14"W, along the south easterly right of way line of I-94, a distance of 73.59 feet;  
thence S78°54'33"W, along the south easterly right of way line of I-94, a distance of 18.57 feet;  
thence S59°13'57"W, along the south easterly right of way line of I-94, a distance of 242.37 feet;  
thence S00°21'50"W, along the easterly right of way of South Haynes Avenue, a distance of 70.17 feet;

thence N89°41'25"E, along the south line of Steel Minor Subdivision, a distance of 320.28 feet;  
thence S00°11'21"W, a distance of 329.94 feet;  
thence S89°41'41"W, a distance of 300.05 feet;  
thence S00°09'35"W, along the easterly right of way of South Haynes Avenue, a distance of 641.55 feet;  
thence S13°43'34"E, along the easterly right of way of South Haynes Avenue, a distance of 82.27 feet;  
thence S00°02'29"W, along the easterly right of way of South Haynes Avenue, a distance of 216.80 feet;  
thence S89°29'32"E, a distance of 351.19 feet;  
thence S00°01'10"W, a distance of 278.56 feet;  
thence S89°58'59"W, a distance of 371.38 feet;  
thence N89°36'25"W, a distance of 136.73 feet;  
thence N01°16'10"W, along the westerly right of way of South Haynes Avenue, a distance of 269.41 feet;  
thence S89°59'14"W, a distance of 525.00 feet;  
thence N00°05'08"E, a distance of 550.40 feet;  
thence S65°48'39"W, a distance of 500.42 feet;  
thence N63°22'34"W, a distance of 313.21 feet;  
thence N35°36'08"W, a distance of 399.47 feet to a point on the northerly right of way line of I-94;  
thence N58°27'59"E, along the northerly right of way line of I-94, a distance of 368.96 feet;  
thence N52°27'36"E, along the northerly right of way line of I-94, a distance of 496.86 feet;  
thence S89°54'46"W, along the south line of Tract C of the Health Campus, a distance of 1,448.08 feet;  
thence S89°51'10"W, a distance of 314.26 feet to a 1/16th corner;  
thence S89°56'59"W, along the south line of the Country Club Estates Subdivision, a distance of 1,810.45 feet;  
thence N10°14'45"E, along the west line of the Country Club Estates Subdivision, a distance of 112.88 feet;  
thence N53°23'59"E, along the northwesterly line of the Country Club Estates Subdivision, a distance of 1,549.42 feet;  
thence N13°19'16"W, a distance of 383.81 feet;  
thence N81°01'54"W, along the north boundary line of the Town & Country Club, a distance of 2,054.73 feet;  
thence S74°18'39"W, along the north boundary line of the Town and Country Club, a distance of 580.53 feet;  
thence S45°54'52"W, a distance of 326.12 feet;  
thence S89°51'36"W, a distance of 337.05 feet;  
thence S41°31'58"W, a distance of 140.92 feet;  
thence S48°27'54"E, a distance of 20.72 feet;  
thence S64°30'48"E, a distance of 301.00 feet;  
thence S17°25'18"W, along the south line of the Milestown Estates Subdivision, a distance of 304.79 feet;  
thence S53°05'11"W, along the south line of the Milestown Estates Subdivision, a distance of 270.78 feet;  
thence S53°04'18"W, along the south line of the common area in the Milestown Estates Subdivision, a distance of 94.28 feet;  
thence S81°06'36"W, along the south line of the common area in the Milestown Estates Subdivision, a distance of 218.72 feet;

thence S68°17'17"W, along the south line of the common area in the Milestown Estates Subdivision, a distance of 279.54 feet;  
thence S80°13'03"W, along the south line of the common area in the Milestown Estates Subdivision, a distance of 116.86 feet;  
thence N89°32'50"W, along the south line of the common area in the Milestown Estates Subdivision, a distance of 277.05 feet;  
thence N59°39'30"W, along the south line of the common area in the Milestown Estates Subdivision, a distance of 191.05 feet;  
thence N37°02'24"W, along the west line of the common area in the Milestown Estates Subdivision, a distance of 271.55 feet;  
thence N14°32'45"E, along the west line of the common area in the Milestown Estates Subdivision, a distance of 237.15 feet;  
thence N34°33'27"E, along the west line of the common area in the Milestown Estates Subdivision, a distance of 463.58 feet;  
thence N26°38'28"W, along the west line of the common area in the Milestown Estates Subdivision, a distance of 241.81 feet;  
thence N47°36'18"W, along the west line of the Milestown Estates Subdivision, a distance of 221.31 feet;  
thence N64°40'48"W, to the low water mark on the east side of the Tongue River, a distance of 262.62 feet;  
thence N49°56'35"W, along the low water mark on the right side of the Tongue River, a distance of 184.03 feet;  
thence N48°32'09"W, along the low water mark on the right side of the Tongue River, a distance of 131.04 feet;  
thence N39°50'35"W, along the low water mark on the right side of the Tongue River, a distance of 200.08 feet;  
thence N27°48'49"W, along the low water mark on the right side of the Tongue River, a distance of 299.13 feet;  
thence N28°35'13"W, along the low water mark on the right side of the Tongue River, a distance of 578.42 feet;  
thence N48°39'21"W, a distance of 274.97 feet to the south end of Government Lot 3, Section 33, T. 7N., R47E;  
thence N36°08'56"W, along the west line of said Government Lot 3, a distance of 929.10 feet to the northwest corner of said Government Lot 3;  
thence N63°10'40"E, a distance of 340.14 feet to the low water mark on the right side of the Tongue River;  
thence N57°03'34"W, along the low water mark on the right side of the Tongue River, a distance of 557.93 feet;  
thence N56°36'25"W, along the low water mark on the right side of the Tongue River, a distance of 412.46 feet;  
thence N55°40'28"W, along the low water mark on the right side of the Tongue River, a distance of 337.89 feet;  
thence N44°27'43"W, along the low water mark on the right side of the Tongue River, a distance of 223.37 feet;  
thence N43°04'10"W, along the low water mark on the right side of the Tongue River, a distance of 415.99 feet;  
thence N51°30'35"E, a distance of 229.87 feet;



thence N05°00'00"E, a distance of 287.80 feet to the 1923 brass cap meander corner common to Section 32 & 33;  
thence N00°02'56"W, a distance of 78.00 feet;  
thence N39°49'17"E, a distance of 426.57 feet;  
thence N46°56'23"E, a distance of 80.98 feet;  
thence N49°50'52"E, a distance of 162.47 feet;  
thence N53°08'35"E, a distance of 266.67 feet;  
thence S00°26'07"E, a distance of 98.81 feet;  
thence N55°41'00"E, a distance of 197.15 feet;  
thence N41°30'00"E, a distance of 261.52 feet to a point on the section line common to Sections 28 & 33, T.7N., R.47E., said point bears S89°49'46"W, a distance of 46.39 feet from the brass cap meander corner common to Sections 28 & 33;  
thence S89°49'46"W, along the section line common to Sections 28 & 33, a distance of 1,008.44 feet to the section corner common to Sections 28, 29, 32 & 34, T.7N., R.47E.;  
thence S89°39'39"W, along the section line common to Sections 29 & 32, a distance of 270.00 feet;  
thence N14°18'48"E, along the low water mark on the right side of the Yellowstone River, a distance of 284.60 feet;  
thence N01°09'17"W, along the low water mark on the right side of the Yellowstone River, a distance of 72.24 feet;  
thence N14°13'54"W, along the low water mark on the right side of the Yellowstone River, a distance of 278.27 feet;  
thence N09°48'16"E, along the low water mark on the right side of the Yellowstone River, a distance of 426.79 feet;  
thence N23°26'46"E, along the low water mark on the right side of the Yellowstone River, a distance of 337.74 feet;  
thence N31°44'02"E, along the low water mark on the right side of the Yellowstone River, a distance of 440.62 feet;  
thence N33°12'27"E, along the low water mark on the right side of the Yellowstone River, a distance of 222.36 feet;  
thence N44°28'26"E, along the low water mark on the right side of the Yellowstone River, a distance of 187.79 feet;  
thence N53°14'53"E, along the low water mark on the right side of the Yellowstone River, a distance of 171.00 feet;  
thence N39°07'01"E, along the low water mark on the right side of the Yellowstone River, a distance of 892.90 feet;  
thence N34°06'21"E, along the low water mark on the right side of the Yellowstone River, a distance of 309.57 feet;  
thence N55°11'20"E, along the low water mark on the right side of the Yellowstone River, a distance of 1,619.38 feet;  
thence S00°08'27"E, along the north-south mid-section line, a distance of 2,720.16 feet;  
thence S27°50'03"E, a distance of 400.48 feet;  
thence S41°48'43"E, along the centerline of the old Tongue River, a distance of 228.16 feet;  
thence S58°31'46"E, along the centerline of the old Tongue River, a distance of 140.49 feet;  
thence S80°54'00"E, along the centerline of the old Tongue River, a distance of 177.12 feet;  
thence N78°18'22"E, along the centerline of the old Tongue River, a distance of 173.26 feet;  
thence N58°38'06"E, along the centerline of the old Tongue River, a distance of 153.07 feet;  
thence N45°42'23"E, along the centerline of the old Tongue River, a distance of 213.53 feet;  
thence N36°56'40"E, along the centerline of the old Tongue River, a distance of 193.57 feet;

thence N23°28'49"E, along the centerline of the old Tongue River, a distance of 133.88 feet;  
thence N16°37'27"E, along the centerline of the old Tongue River, a distance of 97.67 feet;  
thence N00°53'01"W, along the centerline of the old Tongue River, a distance of 65.32 feet;  
thence N00°47'48"E, along the centerline of the old Tongue River, a distance of 123.40 feet;  
thence N05°59'17"W, along the centerline of the old Tongue River, a distance of 233.21 feet;  
thence N00°07'00"W, along the centerline of the old Tongue River, a distance of 98.92 feet;  
thence N10°50'07"E, along the centerline of the old Tongue River, a distance of 168.54 feet;  
thence N05°59'45"E, along the centerline of the old Tongue River, a distance of 353.37 feet;  
thence N16°30'05"E, along the centerline of the old Tongue River, a distance of 56.44 feet;  
thence N55°59'04"E, along the centerline of the old Tongue River, a distance of 296.01 feet;  
thence N75°51'33"E, along the centerline of the old Tongue River, a distance of 191.52 feet;  
thence N65°34'41"E, along the centerline of the old Tongue River, a distance of 113.42 feet;  
thence S89°54'56"E, along the north line of Baker Addition, a distance of 432.31 feet;  
thence N89°45'57"E, along the north line of Baker Addition, a distance of 279.85 feet, said point bears West, a distance of 39.55 feet from the quarter corner common to Sections 27 & 28;  
thence north along the west right of way of North Montana Avenue, a distance of 312.87 feet;  
thence N68°51'26"E, along the west right of way of North Montana Avenue, a distance of 14.71 feet;  
thence N00°00'45"W, along the west right of way of North Montana Avenue, a distance of 510.98 feet;  
thence N00°07'12"W, along the west right of way of North Montana Avenue, a distance of 533.02 feet;  
thence N00°40'31"W, along the west right of way of N. Montana Avenue, a distance of 202.89 feet;  
thence N00°35'18"W, along the west Right of way of N. Montana Avenue, a distance of 480.13 feet;  
thence west, a distance of 580.01 feet;  
thence north, a distance of 580.50 feet;  
thence S89°35'14"W, along the section line common to Sections 21 & 28, a distance of 176.79 feet;  
thence N61°06'48"E, along the low water mark on the right side of the Yellowstone River, a distance of 378.37 feet;  
thence N53°47'54"E, along the low water mark on the right side of the Yellowstone River, a distance of 563.54 feet;  
thence South along the section line common to Sections 21 & 22, a distance of 510.04 feet to the POINT OF BEGINNING.  
Containing 2,211.59 acres, more or less.

#### LESS

A parcel of land known as the Kosty property, Geocode: 14-1740-34-4-35-01-0000 all lying in the northeast quarter of the southeast quarter of Section 34, Township 8 North, Range 47 East, P.M.M. more particular described as follows:

Commencing at the Section corner common to Sections 2 & 3, T 07N., R 47E. and Sections 34 & 35, T 08N., R 47E.; thence N26°20'44"W., a distance of 1,484.12 feet to the POINT OF BEGINNING;  
thence S89°48'35"W, a distance of 657.36 feet;  
thence N00°10'47"W, a distance of 988.29 feet;  
thence S89°59'11"E, a distance of 357.47 feet;  
thence S89°58'51"E, a distance of 299.96 feet;  
thence S00°09'46"E, a distance of 329.09 feet;  
thence S00°10'56"E, a distance of 656.83 feet to the POINT OF BEGINNING.

Containing 14.89 acres, more or less.

LESS

A parcel of land known as the MDU substation, Geocode: 14-1740-34-1-25-02-0000 all lying in Section 34, Township 8 North, Range 47 East, P.M.M. more particularly described as follows:

Commencing at the Section corner common to Sections 26 & 27, T 08N., R 47E. and Sections 34 & 35, T 08N., R 47 E., thence S22°36'09"W, a distance of 1010.62 feet to the POINT OF BEGINNING;

thence West, a distance of 61.50 feet;

thence South, a distance of 75.00 feet;

thence East, a distance of 61.5 feet;

thence North, a distance of 75.00 feet

to the POINT OF BEGINNING.

Containing 0.106 acres, more or less

LESS

A parcel of land, Geocode: 14-1640-03-1-01-05-0000 all lying in Section 03, Township 07N, Range 47 East, P.M.M. more particularly described as follows:

Commencing at the Section corner common to Sections 2 & 3, T 07N., R 47E. and Sections 34 & 35, T 08N., R 47E.; thence S01d56'19"W, a distance of 1,692.8 feet to the POINT OF BEGINNING;

Thence S64d41'05"W, a distance of 284.08 feet;

Thence S00d12'53"W, a distance of 154.98 feet;

Thence N64d42'13"E, a distance of 284.23 feet;

Thence N00d08'59"E, a distance of 155.00 feet

To the POINT OF BEGINNING.

Area containing 0.913 acres, more or less

**Section 2.** This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this 28<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

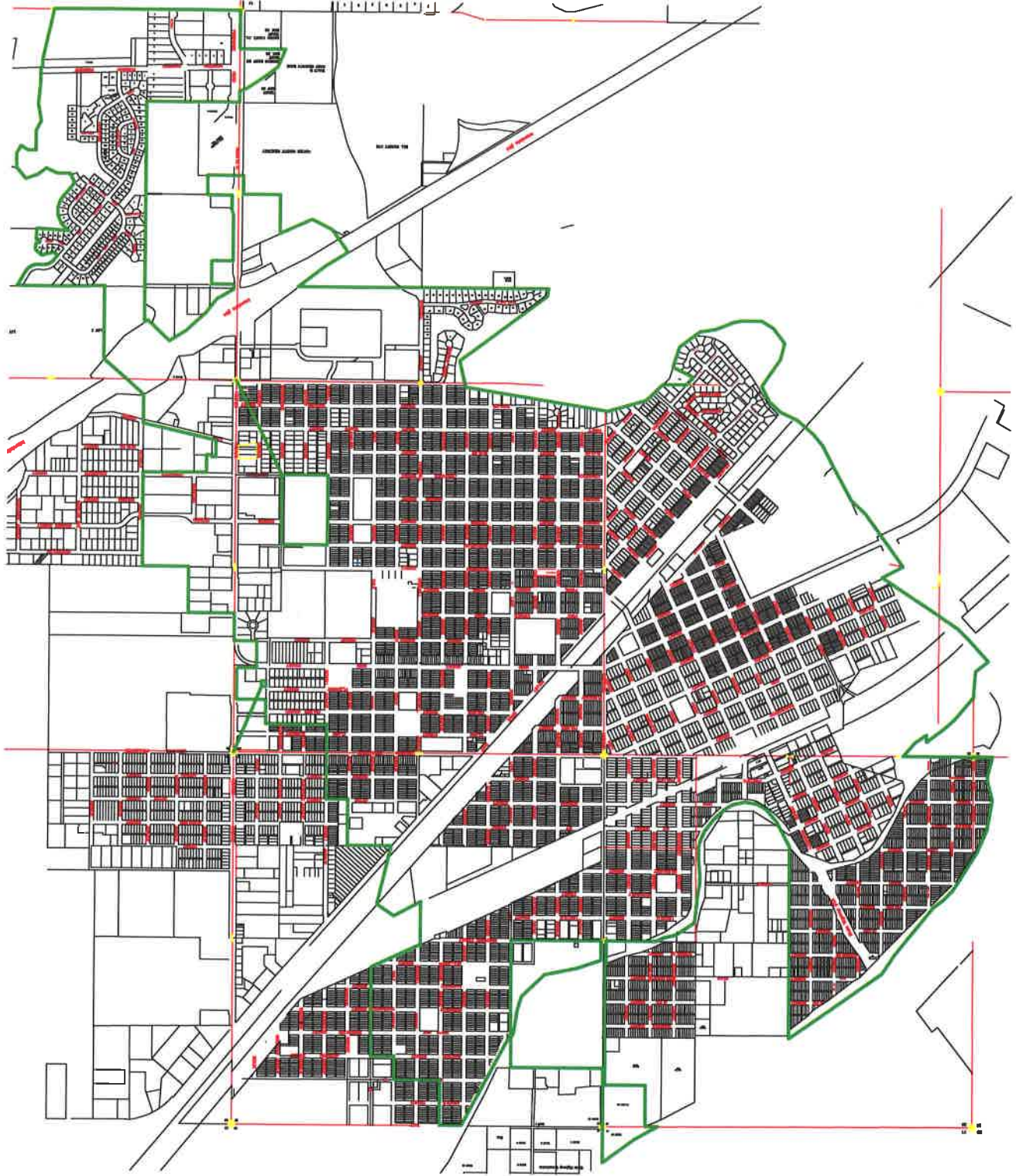
\_\_\_\_\_  
Lorrie Pearce, City Clerk

**FINALLY PASSED AND ADOPTED** this 12<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk



# New Business

**ORDINANCE NO. 1341**

**AN ORDINANCE REPEALING ARTICLE III IN CHAPTER 18, INCLUDING SECTIONS 18-51, 18-52, AND 18-53, OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, PERTAINING TO POLICE ADVISORY COMMITTEES.**

**BE IT ORDAINED**, by the City Council of the City of Miles City, Montana, as follows:

**Section 1.** Article III in Chapter 18, including Sections 18-51, 18-52, and 18-53, are hereby REPEALED. Articles IV and V in Chapter 18 shall be renumbered accordingly.

**Section 2.** This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this 12<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

**FINALLY PASSED AND ADOPTED** this 26<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

**RESOLUTION NO. 4324**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MONTANA DEPARTMENT OF COMMERCE COAL BOARD CONTRACT FOR GRANT FUNDING RELATING TO THE FRANK WILEY FIELD MILES CITY AIRPORT IMPROVEMENT PROJECT.**

*WHEREAS*, the City of Miles City has been awarded a Montana Department of Commerce Coal Board grant in the amount of \$275,000 to be used for the Frank Wiley Field Miles City Airport Improvement Project;

*AND WHEREAS*, the terms of said grant award are set forth in Montana Department of Commerce Coal Board Contract #MT-CB-CG-21-0886;

*NOW THEREFORE BE IT RESOLVED* by the City Council of Miles City, Montana, as follows:

1. The “Montana Department of Commerce Coal Board Contract #MT-CB-CG-21-0886,” attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 12<sup>TH</sup> DAY OF MAY, 2020.**

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

**MONTANA DEPARTMENT OF COMMERCE  
COAL BOARD  
CONTRACT #MT-CB-CG-21-0886**

This agreement ("Contract") is entered into by the Miles City, Montana ("Grantee") and the Montana Coal Board ("Board").

The Grantee and the Board hereby agree to the following terms:

**Section 1. PURPOSE**

The purpose of this Contract is to provide funding for project activities approved by the Montana Coal Board ("Board" or "Program") for which the Grantee has applied for grant funds pursuant to Sections 90-6-201 *et seq.*, Montana Code Annotated ("MCA").

**Section 2. AUTHORITY**

- (a) This Contract is issued under authority of Title 90, Chapter 6, Part 2 of the MCA, and Title 8, Chapter 101, of the Administrative Rules of Montana ("ARM"). The Board is attached to the Montana Department of Commerce ("Department") for administrative purposes under Section 2-15-1821, MCA. The Department provides staff for the Board and the Department and its staff are specifically authorized to direct and supervise the budgeting, recordkeeping, reporting, and related administrative and clerical functions of the Board with respect to this Contract per Section 2-15-121 MCA.
- (b) The Grantee warrants that it is eligible for Coal Board grants as required by Title 90, Chapter 6, Part 2, MCA, and has the statutory authority to make expenditures to provide the particular government service or facility funded under this Contract.
- (c) The Grantee acknowledges that the authorization of any Program funds by this Contract is subject to the availability of funds in the Coal Natural Resource Account provided for in 90-6-1001, MCA.

**Section 3. APPLICATION INCORPORATED BY REFERENCE**

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Board and/or the Department (collectively "Project"), is specifically incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

**Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS**

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be



amended during the term of this Contract. Grantee will comply with all administrative directives and procedures that may be established or amended by the Board or the Department for the Program, including all the provisions, guidelines, and requirements set forth on the Board's website at: <http://comdev.mt.gov/Boards/Coal>.

- (b) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.
- (c) The Grantee agrees that the Project will adhere to all applicable design standards and building codes. Grantee agrees to obtain all applicable federal, state, and local permits required for the project.
- (d) The Grantee agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes, and regulations governing the Program or any applicable local, state, or federal requirements.

## **Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE**

- (a) This Contract shall take effect upon execution by the parties and will terminate on September 30, 2021 or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between September 12, 2019 and June 30, 2021. All requests for reimbursement must be submitted to the Department within ninety (90) days after June 30, 2021.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.
- (d) The Board or the Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written

request for an extension must be submitted at least sixty (60) days prior to September 30, 2021.

## **Section 6. SCOPE OF WORK**

The Grantee will complete the Project and administer this Contract as set forth in the Grantee's application for Program assistance, including any amendments, resulting from the review of the application by the Board or the Department. The Grantee will use Program funds for the following major components of the Project:

- Construction of runway and taxiway improvements

## **Section 7. BUDGET**

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed \$275,000.
- (b) A copy of the preliminary Project budget is attached as Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget that will, upon receipt and approval by the Department, supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Contract, binding upon the Grantee.
- (c) For cumulative budget adjustments of ten percent (10%) or less between line items of the Program portion of Exhibit B, Department approval of the request for reimbursement form will constitute approval of the budget adjustment. Grantee shall describe the rationale for any budget adjustment and note the adjustment(s) in the request for reimbursement submitted to the Department. Budget adjustments in excess of ten percent (10%) between any line item of Exhibit B must be approved in advance by the Board or the Department.
- (d) Any authorized funds not expended under this grant by the later date referenced in Section 5(b) or otherwise accounted for in accordance with the provisions of this Section will revert to the Board and may be used to finance other Program projects.

## **Section 8. ACCESS TO AND RETENTION OF RECORDS**

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Miles City, Montana.

- (b) The Grantee shall provide the Board, the Department, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance.

**Section 9. LIAISONS**

All project management on behalf of the Board and the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

**For the Department:**  
**Rachel Young (or successor)**  
**Board Officer, MDOC**  
**301 S. Park Ave.**  
**P.O. Box 200523**  
**Helena, MT 59620-0523**  
**406-841-2867**  
**Rachel.young@mt.gov**

**For the Grantee:**  
**John Hollowell (or successor)**  
**Mayor, Miles City**  
**PO Box 910**  
**Miles City, MT 59301**  
**406-874-8603**  
**mayor@milescity-mt.org**

**Section 10. METHOD OF REIMBURSEMENT**

- (a) The Board or the Department will not release any Program funds to the Grantee until the Grantee has obtained firm commitments for all other financial resources to be involved in the Project, as defined in Section 6 and Exhibit B. The Grantee may not expend or obligate any Program funds, other than for administrative purposes, until the Board or the Department determines that this condition has been satisfied.
- (b) The Grantee will be reimbursed on an actual cost basis for eligible Project costs incurred on or after the date identified in Section 5(b) upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation provided by the Grantee, and require Board or Department approval of the Grantee's request for reimbursement. Unless previously agreed to in writing by the Board or the Department, the Board or the Department will not reimburse Grantee for any costs related to the land acquisition, construction, construction inspection, or contingency line items in Exhibit B until Grantee demonstrates all applicable permits for the project have been obtained as required in Section 4(c). In requesting reimbursement, the Grantee will follow the instructions supplied by the Board and the Department.

- (c) The Board and the Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b), any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the Program application or guidelines, or any expenses not adequately supported by the Grantee's records.
- (d) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract any costs incurred will be the Grantee's sole responsibility and the Grantee agrees to repay the Board any funds advanced under the Contract.
- (e) The Department is allowed fifteen (15) working days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (f) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Board or the Department may suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (g) The Board or the Department may reduce the Grantee's scope of work or the amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee in Exhibit B or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application.
- (h) If the Board or the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Board or the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (i) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (j) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

## **Section 11. REPORTING REQUIREMENTS**

- (a) Project Progress Reports: During the term of this Contract the Grantee will submit Project progress reports to the Department (as prescribed by the Department) in conjunction with each request for reimbursement. These reports will describe the status of the activities set forth in Section 6, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. Additionally, the report must provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted to or approved by the Department.
- (b) Project Completion Report: Upon completion of the Project, the Grantee will submit a final Project completion report (as prescribed by the Department) for Department approval. The Project completion report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Upon approval of the Project completion report, the Department will issue a notice of Project close-out.

## **Section 12. PROJECT MONITORING**

The Board, the Department, or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6 of this Contract, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department or the Board.

## **Section 13. NOTICE**

All notices required under the provisions of this Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

## **Section 14. REFERENCE TO CONTRACT**

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

## **Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

- (a) The Grantee may subcontract any portion of this Contract to accomplish the completion of the Project. However, Grantee accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Grantee may not otherwise assign or transfer any portion of this Contract without the express written consent of the Board or the Department.
- (b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the Board or the Department a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the Board or the Department. No contractual relationships exist between any subcontractor, assignee, or transferee and the Board or the Department.
- (c) The Grantee must immediately notify the Board and the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

## **Section 16. CONTRACT AMENDMENT**

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

## **Section 17. TERMINATION OF CONTRACT**

This Contract may only be terminated in whole or in part as follows:

- (a) Termination Due to Loss or Reduction of Funding: The Board may terminate or reduce the scope and budget of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is required, the Board may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget amount.
- (b) Termination for Cause with Notice to Cure Requirement: The Board may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is

effective at the end of the specified period.

- (c) Effect of Termination: In the event of termination due to the Grantee's, its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, the Board or the Department may approve requests by the Grantee for reimbursement of eligible expenses incurred. The Department's or the Board's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

## **Section 18. COMPLIANCE WITH APPLICABLE LAWS**

- (a) The Grantee, in performance of work under the Contract, must fully comply with all applicable federal, state, or local laws, rules and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act ("ACA"), and Executive Order No. 12-2015, *Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy*. Any subletting or subcontracting by the Grantee subjects subcontractors to the same requirements.
- (b) In accordance with Section 49-3-207, MCA and Executive Order No. 04-2016, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, sex, pregnancy, childbirth or medical conditions related to childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status.
- (c) The ACA requires a Grantee, if Grantee is an applicable large employer under the ACA, to provide healthcare coverage for its employees, who provide services for the State and work for thirty (30) or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions of the ACA under Section 4980H, and otherwise satisfy the requirements of the ACA Section 4980 H if provided by the State.

**Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING**

- (a) The Grantee, in accordance with Sections 2-7-503, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").
- (b) The Board, the Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of monies, and delivery of services provided through this Contract.

**Section 20. AVOIDANCE OF CONFLICT OF INTEREST**

- (a) The Grantee will comply with Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, as applicable, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

**Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.

**Section 22. OWNERSHIP**

- (a) Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in



furtherance of this Contract are the property of the Grantee, the Board, and the Department. The Grantee, the Board, and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the Board, the Department, and the Grantee.

- (b) Property Management and Equipment. Title to real property or capital equipment acquired under a grant or subgrant will vest upon acquisition in the Grantee or subgrantee, respectively. The Grantee may not transfer title to any real property or capital equipment acquired in whole or in part with the funds provided under this Contract without first receiving the Board's written approval of the transfer. The Grantee is liable to the Board for the value of any real property or capital equipment disposed of in violation of this provision.

### **Section 23. INSURANCE**

- (a) General Requirements: Grantee must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) General Liability Insurance: At its sole cost and expense, Grantee must purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (c) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in*

*future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*

- (d) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.
  
- (e) Property Insurance: At its sole cost and expense, Grantee must maintain property and hazard insurance, including course of construction coverage and earthquake insurance, for loss or damage to any building and related improvements and contents therein on a replacement cost basis throughout the term of the Contract. *Note: earthquake insurance is required when working in areas where the shaking level is above 10g.*  
*(Ref: <http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>).*

## **Section 24. HOLD HARMLESS AND INDEMNIFICATION**

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, omissions of services, or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, or subcontractors under this Contract.

## **Section 25. DEFAULT**

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

## **Section 26. DEBARMENT**

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency.

### **Section 27. FORCE MAJEURE**

Neither party will be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, bombs, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

### **Section 28. SEPARABILITY**

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

### **Section 29. ARBITRATION**

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

### **Section 30. NO WAIVER OF BREACH**

No failure by the Board to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Board to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

### **Section 31. JURISDICTION AND VENUE**

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees.

**Section 32. INTEGRATION**

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed.

**MILES CITY:**

\_\_\_\_\_  
John Hollowell, Mayor Date

**ATTEST:**

\_\_\_\_\_  
Lorrie Pearce, City Clerk

**APPROVED AS TO FORM:**

*Daniel Rice*  
\_\_\_\_\_  
Dan Rice, Attorney

**MONTANA COAL BOARD:**

\_\_\_\_\_  
John Williams, Chair Date

**EXHIBIT A  
Implementation Schedule**

<b><u>IMPLEMENTATION SCHEDULE FOR FRANK WILEY FIELD MILES CITY AIRPORT IMPROVEMENT PROJECT</u></b>												
TASK	QUARTERS 2019				QUARTERS 2020				QUARTERS 2021			
	1 <sup>ST</sup>	2 <sup>ND</sup>	3 <sup>RD</sup>	4 <sup>TH</sup>	1 <sup>ST</sup>	2 <sup>ND</sup>	3 <sup>RD</sup>	4 <sup>TH</sup>	1 <sup>ST</sup>	2 <sup>ND</sup>	3 <sup>RD</sup>	4 <sup>TH</sup>
<b><u>PROJECT START-UP</u></b>												
A. Sign contract with Coal Board				X								
B. Secure approval of other funding					X							
C. Submit progress reports and drawdown request. (Progress reports quarterly if no draws submitted)				X	X	X	X	X	X			
<b><u>PROJECT CONSTRUCTION</u></b>												
A. Engineering Design				X	X							
B. Bid Advertisement/Selection					X							
C. Construction						X	X					
D. Monitor Progress					X	X	X					
E. Final Inspection							X					
<b><u>PROJECT CLOSE-OUT</u></b>												
A. Coal Board administrative staff conduct on-site monitoring of the project.							X					
B. Submit project completion report.								X				
C. Include project in audits.								X				

EXHIBIT B  
Budget

**PROJECT BUDGET FOR  
FRANK WILEY FIELD  
MILES CITY AIRPORT  
IMPROVEMENT PROJECT**

Completed by: JULIE EMMONS For: (location) MILES CITY, MT

Date: 7/29/19

ADMINISTRATIVE/ FINANCIAL COSTS	SOURCE: FAA	SOURCE: COAL BOARD	SOURCE: DOT AERONAUTI CS DIVISION	SOURCE:	TOTAL:
Grant Administration	\$	\$	\$	\$	\$
Office Costs	\$	\$	\$	\$	\$
Professional Services	\$3,000	\$	\$	\$	\$3,000
Legal Costs	\$5,000	\$	\$	\$	\$5,000
Travel & Training	\$	\$	\$	\$	\$
<b>TOTAL ADMINISTRATIVE/ FINANCIAL COSTS</b>	<b>\$8,000</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$8,000</b>
<b>ACTIVITY COSTS:</b>					
Equipment Cost	\$	\$	\$	\$	\$
Construction Cost	\$3,639,617	\$275,000	\$170,291	\$	\$4,084,908
Architectural/Engineering Design	\$360,000	\$	\$	\$	\$360,000
Product Completion (PER's, studies, etc.)	\$	\$	\$	\$	\$
Contingency	\$	\$	\$	\$	\$
<b>TOTAL ACTIVITY COSTS</b>	<b>\$3,999,617</b>	<b>\$275,000</b>	<b>\$170,291</b>	<b>\$</b>	<b>\$4,444,908</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$4,007,617</b>	<b>\$275,000</b>	<b>\$170,291</b>	<b>\$</b>	<b>\$4,452,908</b>

# Claims

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CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 4/20

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\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
132637	82851S	1286	DENNIS HIRSCH	10,356.47					
1	March2020	03/30/20	March Permits & Plan Review	10,356.47		27702	2394 18 420531	350	101000
132757	82865S	2910	TONGUE RIVER ELECTRIC	451.96					
1	TREC042320	04/25/20	Southgate Lighting	401.84			2450 51 430263	341	101000
2	DTRECO0420	04/25/20	Garfield 911	50.12		27664	2850 105 420140	341	101000
132758	82855S	4019	WEX BANK	8,045.04					
1	64650056	04/30/20	FUEL	357.68*			1000 13 460433	231	101000
2	04/30/20	FUEL		0.00			1000 201 431200	370	101000
3	04/30/20	FUEL		2,345.83			2510 107 430220	231	101000
4	04/30/20	FUEL		586.46			2520 108 430220	231	101000
5	04/30/20	FUEL		0.00			6040 910 430220	231	101000
6	04/30/20	FUEL		85.37			5210 22 430530	231	101000
7	04/30/20	FUEL		85.37			5210 80 430540	231	101000
8	04/30/20	FUEL		85.37			5310 33 430640	231	101000
9	04/30/20	FUEL		106.71			5310 32 430690	231	101000
10	04/30/20	FUEL		542.97			1000 7 420460	231	101000
11	04/30/20	FUEL		691.88			5510 10 420730	231	101000
12	04/30/20	FUEL		0.00			1000 5 420140	231	101000
13	04/30/20	FUEL		2,142.49*			1000 21 440600	231	101000
14	04/30/20	FUEL		0.00			1000 5 420160	231	101000
15	04/30/20	FUEL		460.61			5210 23 430550	231	101000
16	04/30/20	FUEL		460.61			5310 31 430630	231	101000
17	04/30/20	FUEL		93.69*			5610 87 430300	231	101000
132759	82866S	1535	LUCAS & TONN PC	100.00					
1	LTPC042020	04/23/20	Westlaw ~ Professional Ser	100.00*		042020	1000 4 411100	350	101000
132760	82867S	2914	TOURISM BUSINESS IMPROVEMENT	8,998.00					
1	TBID202004	04/30/20	TBID ~ Monthly Town Pump	8,998.00			7370 212500		101000
132761	82868S	721	DALES CLEANING SERVICE	600.00					
1	DCS42720	04/27/20	City Hall ~ April Cleaning	600.00		27716	1000 8 411230	360	101000
132762	82864S	2450	POSTMASTER (UTILITIES)	1,118.75					
1	USPS042020	04/30/20	Water/Sewer Postage	559.38			5210 25 430510	311	101000
2	USPS042020	04/30/20		559.37			5310 29 430610	311	101000



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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
132763	82852S	394 BOSS INC	440.93					
1	04/21/20	Finance	60.25			1000 3 410500	210	101000
2	04/21/20		60.25			5210 25 430510	210	101000
3	04/21/20		60.26			5310 29 430610	210	101000
4	04/21/20	City Attorney	40.98			1000 4 411100	210	101000
5	04/21/20	Police	0.00			1000 5 420140	210	101000
6	04/21/20	Animal Control	128.75			1000 21 440600	220	101000
7	04/21/20	Dispatch	90.44			1000 5 420160	210	101000
132764	82869S	3292 MONTANA AIR CARTAGE	382.20					
1	YNZ33120	04/01/20 Partners Program crate deliv	171.00		27363	2880 39 460100	311	101020
2	783983	03/03/20 Delivery Charges	84.48		27254	5210 80 430540	352	101000
3	See Desc	03/18/20 INV- 783984, 783987, 773636	84.48			5310 33 430640	352	101000
4	780524	03/26/20 Bumper Parts for Unit AC6 Rang	42.24		27541	1000 5 420140	230	101000
132765	82854S	2830 STAR PRINTING & SUPPLY	692.14					
1	04/22/20	CityMC	29.81			1000 3 410500	220	101000
2	04/22/20		29.81*			5210 25 430510	220	101000
3	04/22/20		29.82			5310 29 430610	220	101000
4	04/23/20	City Court	373.54*			1000 6 410300	210	101000
5	04/05/20	MCFIRE	63.36			1000 7 420460	210	101000
6	04/05/20		31.22			5510 10 420730	210	101000
7	04/22/20	Attorney	94.50			1000 4 411100	220	101000
8	04/22/20		33.08			2220 16 460100	224	101000
9	04/11/20	RSVP	0.00			2985 15 450330	220	101004
10	04/25/20	Library	7.00			2220 16 460100	382	101000
11	04/10/20	Public Works	0.00			6040 910 430220	220	101000
132766	82857S	572 VERIZON WIRELESS	502.20					
1	9852007207	04/07/20 MDT & Officer Cell Fees	502.20		27547	1000 5 420160	345	101000
132767	82870S	1721 MID RIVERS TELEPHONE CORP	3,087.76					
1		CITY COURT	118.15			1000 6 410300	345	101000
2			30.15			1000 6 410300	347	101000
3		LIBRARY	87.22			2220 16 460100	345	101000
4			81.50			2220 16 460100	347	101000
5		CITY POOL	0.00			1000 14 460445	345	101000
6		911 EMERGENCY	351.79			2850 105 420140	345	101000
7		RSVP	117.18			2985 15 450330	345	101004
8			37.50*			2985 15 450340	220	101000
9		AIRPORT	55.39			5610 87 430300	345	101000
10			132.45*			5610 87 430300	319	101000
11			14.80			5610 87 430300	347	101000
12		MAYOR	24.64			1000 1 410200	345	101000

\* Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
13	FINANCE		45.40			1000 3 410500	345	101000
14			19.52			1000 3 410500	347	101000
15	ATTORNEY		14.82			1000 4 411100	345	101000
16	POLICE		312.93			1000 5 420140	345	101000
17			72.00			1000 5 420140	347	101000
18	PD/DISPATCH		254.24			1000 5 420160	345	101000
19	FIRE		175.64			1000 7 420460	345	101000
20			135.60			1000 7 420460	347	101000
21	TREASURER		14.82			1000 9 410540	345	101000
22	PARK DEPT		40.32			1000 13 460433	345	101000
23			37.60			1000 13 460433	347	101000
24	ANIMAL CONTROL		30.58			1000 21 440600	345	101000
25			45.00			1000 21 440600	347	101000
26	PLANNING		46.50			1000 36 411020	345	101000
27	BUILDING INSPECTION		24.58			2394 18 420531	345	101000
28	MMD #204		57.58			2510 107 430220	345	101000
29	MMD #205		25.50			2520 108 430220	345	101000
30	WATER PLANT		35.75			5210 22 430530	345	101000
31			80.20			5210 22 430530	347	101000
32	WATER LINES		36.66			5210 23 430550	345	101000
33			16.00			5210 23 430550	347	101000
34	WATER ADMIN		58.43			5210 25 430510	345	101000
35			19.60			5210 25 430510	347	101000
36	WASTE WATER ADMIN		58.42			5310 29 430610	345	101000
37			19.51			5310 29 430610	347	101000
38	SEWER LINES		36.66			5310 31 430630	345	101000
39			16.00			5310 31 430630	347	101000
40	WWTP		26.97			5310 33 430640	345	101000
41			45.60			5310 33 430640	347	101000
42	AMBULANCE		80.09			5510 10 420730	345	101000
43			28.24			5510 10 420730	347	101000
44	CITY SHOP		63.89			6040 910 430220	345	101000
45			28.00			6040 910 430220	347	101000
46	HISTORICAL PRESERVATION		0.00*			2935 11 460461	345	101000
47			1.27			2935 11 460461	347	101000
48	URBAN RENEWAL		14.82			2310 11 460462	345	101000
49			18.25			2310 11 460462	347	101000
132768	82871S	316 DATA IMAGING SYSTEMS, INC	1,442.00					
1	04/30/20	Managed Services	222.82			1000 3 410500	360	101000
2	04/30/20	Managed Services	139.45*			5210 25 430510	360	101000
3	04/30/20	Managed Services	139.44*			5310 29 430610	360	101000
4	04/30/20	Managed Services	74.27*			1000 1 410200	360	101000
5	04/30/20	Managed Services	74.27			1000 36 411020	360	101000
6	04/30/20	Managed Services	160.43			5210 23 430550	360	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7	04/30/20	Managed Services	160.43			5310 31 430630	360	101000
8	04/30/20	Managed Services	105.47			2510 107 430220	360	101000
9	04/30/20	Managed Services	56.44			2520 108 430220	360	101000
10	04/30/20	Managed Services ~ Treasurer	74.27			1000 9 410540	360	101000
11	04/30/20	Managed Service ~ TIF District	74.28*			2310 11 460462	360	101000
12	04/30/20	Managed Service ~ Hist Pres	0.00*			2935 11 460461	360	101000
13	04/30/20	Managed Services ~ Building In	160.43			2394 18 420531	360	101000
132769	82844S	1921 MONTANA MUNICIPAL INTERLOCAL	213.25					
1	April2020	04/05/20 April Retiree Premiums	213.25			1000 362022		101000
132770	82845S	498 CENTURY LINK	1,941.84					
1	406896217	03/20/20 9-1-1 Phone System	1,941.84		27655	2850 105 420140	345	101000
132771	82872S	4022 MARILYNN FORMAN	350.00					
1	04162020	04/20/20 April PD Cleaning	350.00*		27544	1000 5 420140	350	101000
132772	82873S	3039 UTILITIES UNDERGROUND LOCATION	189.97					
1	0045092	04/30/20 April Locates	94.99		278102	5210 23 430550	220	101000
2		Unit #43	94.98			5310 31 430630	220	101000
132773	-99793E	373 MASTERCARD	48,007.20					
1	04/20/20		0.00			1000 3 410500	210	101000
2	04/20/20		244.32			1000 5 420140	210	101000
3	04/20/20		222.97*			1000 5 420140	214	101000
4	04/20/20		306.92			1000 5 420140	220	101000
5	04/20/20		1,463.62			1000 5 420140	230	101000
6	04/20/20		28.20			1000 5 420140	311	101000
7	04/20/20		1,943.13*			1000 5 420140	366	101000
8	04/20/20		522.08			1000 5 420140	370	101000
9	04/20/20		22.96			1000 5 420160	210	101000
13	04/20/20		109.68			1000 7 420460	210	101000
14	04/20/20		34.15			1000 7 420460	214	101000
15	04/20/20		37.00			1000 7 420460	211	101000
16	04/20/20		55.03			1000 7 420460	220	101000
17	04/20/20		3,375.77*			1000 7 420460	230	101000
18	04/20/20		59.12			1000 7 420460	345	101000
19	04/20/20		100.58			1000 7 420460	370	101000
20	04/20/20		330.00			1000 7 420460	380	101000
21	04/20/20		7.37			1000 13 460433	220	101000
22	04/20/20		195.98*			1000 13 460433	226	101000
23	04/20/20		712.30			1000 13 460433	230	101000
24	04/20/20		15.05			1000 36 411020	210	101000
25	04/20/20		108.92*			1000 36 411020	370	101000
26	04/20/20		168.00			1000 36 411020	380	101000

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Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account		
27	04/21/20	295.00			1000 201 431200	220	101000		
28	04/20/20	7.10			1000 201 431200	311	101000		
29	04/20/20	72.95			2220 16 460100	311	101000		
30	04/20/20	59.77			2220 16 460100	347	101000		
31	04/20/20	842.52			2220 16 460100	382	101000		
32	04/20/20	15.05			2394 18 420531	210	101000		
33	04/20/20	69.50			2394 18 420531	311	101000		
34	04/20/20	701.37			2510 107 430220	210	101000		
36	04/20/20	228.22*			2510 107 430220	226	101000		
37	04/20/20	61.86			2510 107 430220	230	101000		
40	04/20/20	9.10			2510 107 430220	242	101000		
42	04/20/20	5.90*			2510 107 430220	350	101000		
43	04/20/20	2,166.73			2510 107 430220	363	101000		
44	04/20/20	87.14			2510 107 430220	370	101000		
45	04/20/20	175.33			2520 108 430220	210	101000		
46	04/20/20	57.06*			2520 108 430220	226	101000		
47	04/20/20	15.46			2520 108 430220	230	101000		
48	04/20/20	2.27			2520 108 430220	242	101000		
49	04/20/20	1.47			2520 108 430220	350	101000		
50	04/20/20	541.70			2520 108 430220	363	101000		
52	04/20/20	21.78			2520 108 430220	370	101000		
53	04/20/20	0.00			2520 108 430220	363	101000		
54	04/20/20	100.01			2880 41 460100	380	101030		
55	04/20/20	102.02			2880 41 460100	370	101030		
56	04/20/20	3,299.00			2985 15 450330	220	101004		
57	04/20/20	39.89*			2985 15 450340	220	101000		
58	04/20/20	60.50			5210 22 430530	210	101000		
59	04/20/20	4,027.81			5210 22 430530	214	101000		
60	04/20/20	776.84			5210 22 430530	220	101000		
61	04/20/20	413.58			5210 22 430530	230	101000		
62	04/20/20	33.86			5210 22 430530	241	101000		
63	04/20/20	2.20			5210 22 430530	311	101000		
65	04/20/20	43.10			5210 22 430530	334	101000		
66	04/20/20	157.56			5210 22 430530	370	101000		
67	04/20/20	36.92*			5210 23 430550	210	101000		
68	04/20/20	2,393.05			5210 23 430550	214	101000		
69	04/20/20	248.26			5210 23 430550	220	101000		
70	04/20/20	7.48			5210 23 430550	230	101000		
71	04/20/20	1,241.33			5210 23 430550	363	101000		
72	04/20/20	108.92			5210 23 430550	370	102270		
73	04/20/20	0.00			5210 23 430550	363	101000		
74	04/20/20	0.00			5210 23 430550	400	101000		
75	04/20/20	191.99*			5210 25 430510	220	101000		
76	04/20/20	60.50			5210 80 430540	210	101000		
79	04/20/20	760.01			5210 80 430540	220	101000		

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Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account		
80	04/20/20	841.36			5210 80 430540	222	101000		
81	04/20/20	31.88*			5210 80 430540	241	101000		
82	04/20/20	73.02			5210 80 430540	334	101000		
83	04/20/20	154.66			5210 80 430540	370	101000		
84	04/20/20	0.00			5210 80 430540	370	101000		
85	04/20/20	0.00			5210 80 430540	380	101000		
86	04/20/20	191.99			5310 29 430610	220	101000		
87	04/20/20	36.93			5310 31 430630	210	101000		
88	04/20/20	2,364.01			5310 31 430630	214	101000		
91	04/20/20	22.31			5310 31 430630	220	101000		
92	04/20/20	7.48			5310 31 430630	230	101000		
93	04/20/20	1,241.33			5310 31 430630	363	101000		
94	04/20/20	108.92			5310 31 430630	370	101000		
95	04/20/20	24.99			5310 32 430690	210	101000		
96	04/20/20	100.02			5310 32 430690	230	101000		
97	04/20/20	61.86			5310 32 430690	370	101000		
98	04/20/20	0.00			5310 32 430690	241	101000		
99	04/20/20	0.00			5310 32 430690	370	101000		
100	04/20/20	157.56			5310 33 430640	370	101000		
101	04/20/20	13.52			5310 33 430640	210	101000		
102	04/20/20	221.08			5310 33 430640	220	101000		
103	04/20/20	287.66			5310 33 430640	222	101000		
104	04/20/20	524.41			5310 33 430640	230	101000		
105	04/20/20	77.88			5310 33 430640	334	101000		
106	04/20/20	740.00			5310 33 430640	360	101000		
107	04/20/20	54.01			5510 10 420730	210	101000		
108	04/20/20	2,337.65			5510 10 420730	214	101000		
109	04/20/20	141.23			5510 10 420730	220	101000		
110	04/20/20	6,324.71*			5510 10 420730	222	101000		
111	04/20/20	65.86			5510 10 420730	230	101000		
112	04/20/20	29.12			5510 10 420730	345	101000		
113	04/20/20	49.54			5510 10 420730	370	101000		
114	04/20/20	0.00			5510 10 420730	370	101000		
115	04/20/20	157.50			5610 87 430300	220	101000		
116	04/20/20	217.74*			5610 87 430300	230	101000		
117	04/20/20	970.26*			5610 87 430300	230	101000		
118	04/20/20	441.36*			5610 87 430300	334	101000		
119	04/20/20	109.36			5610 87 430300	345	101000		
120	04/20/20	220.73			5610 87 430300	363	101000		
121	04/20/20	0.00*			6040 910 430220	214	101000		

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Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
132774	-99794C 4187 MOFI	1,162.96							
1	RLF190018 04/05/20 Fire Training Center Paymen	574.96			1000 7 490500	654		101000	
2		588.00			1000 7 490500	655		101000	
132775	82846S 4076 EXPRESS LAUNDRY, LLC COMMERCIAL	183.00							
1	City Hall Rugs	101.00			1000 8 411230	220		101000	
2	City Hall Rugs	0.00*			2510 107 430220	226		101000	
3		0.00*			2520 108 430220	226		101000	
4	Shop	20.50			6040 910 430220	220		101000	
5	WWTP	15.00			5310 33 430640	360		101000	
6	WWTP	19.50			5210 22 430530	360		101000	
7	PD	27.00*			1000 5 420140	360		101000	
132776	82858S 395 VA MONTANA HEALTHCARE SYSTEM	417.50							
1	436K009J2E 04/01/20 May Rent ~ RSVP	417.50		27463	2985 15 450340	530		101000	
132777	-99792E 1970 MONTANA DAKOTA UTILITIES	38,371.05							
1	GAS/ELECTRIC ~ FD	403.15			1000 7 420460	341		101000	
2	GAS/ELECTRIC ~ FD	247.56			1000 7 420460	344		101000	
3	GAS/ELECTRIC ~ City Hall	298.22			1000 8 411230	341		101000	
4	GAS/ELECTRIC ~ City Hall	279.70			1000 8 411230	344		101000	
5	GAS/ELECTRIC ~ Parks	600.33			1000 13 460433	341		101000	
6	GAS/ELECTRIC ~ Parks	334.75			1000 13 460433	344		101000	
7	GAS/ELECTRIC ~ Bath House	100.40*			1000 14 460445	341		101000	
8	GAS/ELECTRIC ~ Animal Shelter	50.71*			1000 21 440600	341		101000	
9	GAS/ELECTRIC ~ Animal Shelter	56.14			1000 21 440600	344		101000	
10	GAS/ELECTRIC ~ Library	329.64			2220 16 460100	341		101000	
11	GAS/ELECTRIC ~ Library	200.36			2220 16 460100	344		101000	
14	GAS/ELECTRIC ~ District 165	4,018.44			2400 46 430263	341		101000	
15	GAS/ELECTRIC ~ Rental Fee	8,836.60			2400 46 430263	533		101000	
16	GAS/ELECTRIC ~ District 167	567.08			2420 48 430263	341		101000	
17	GAS/ELECTRIC ~ Rental Fee	1,054.80			2420 48 430263	533		101000	
18	GAS/ELECTRIC ~ District 171	166.78			2430 49 430263	341		101000	
19	GAS/ELECTRIC ~ District 172	1,540.95			2440 50 430263	341		101000	
20	GAS/ELECTRIC ~ District 202	117.64			2470 72 430263	341		101000	
21	GAS/ELECTRIC ~ Rental Fee	325.90			2470 72 430263	533		101000	
22	GAS/ELECTRIC ~ District 173	147.25			2480 47 430263	341		101000	
23	GAS/ELECTRIC ~ Sewer Lift	100.40*			2510 107 430220	341		101000	
28	GAS/ELECTRIC ~ Water Plant	4,587.72			5210 22 430530	341		101000	
30	GAS/ELECTRIC ~ Water Plant	1,082.00			5210 22 430530	344		101000	
31	GAS/ELECTRIC ~ Fish & Game	24.10			5210 23 430550	341		101000	
32	GAS/ELECTRIC ~ Fish & Game	43.44			5210 23 430550	344		101000	
33	GAS/ELECTRIC ~ Fish & Game	24.10			5310 31 430630	341		101000	
34	GAS/ELECTRIC ~ Fish & Game	43.44			5310 31 430630	344		101000	

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35			GAS/ELECTRIC ~ Sewer Lift	1,750.64			5310 32 430690	341	101000
36			GAS/ELECTRIC ~ Sewer Lift	89.59			5310 32 430690	344	101000
38			GAS/ELECTRIC ~ Ambulance	198.57*			5510 10 420730	341	101000
39			GAS/ELECTRIC ~ Ambulance	121.93			5510 10 420730	344	101000
42			GAS/ELECTRIC ~ Shop	676.18*			6040 910 430220	341	101000
43			GAS/ELECTRIC ~ Shop	210.48			6040 910 430220	344	101000
44			FISH & GAME ~ ELECTRIC	38.55*			2510 107 430220	341	101000
45			FISH & GAME ~ ELECTRIC	69.51			2510 107 430220	344	101000
46			FISH & GAME ~ ELECTRIC	9.64			2520 108 430220	341	101000
47			FISH & GAME ~ ELECTRIC	17.38			2520 108 430220	344	101000
50			Airport Electric	1,087.96*			5610 87 430300	341	101000
51			Airport Gas	552.14			5610 87 430300	344	101000
54			N Daly Sewer Treatment Plant	7,966.88			5310 33 430640	341	101000
132778	82847S	395 VA MONTANA HEALTHCARE SYSTEM		3,115.83					
1	436K009BCI	04/01/20 April Rent ~ MCPD		3,115.83*		27537	1000 5 420140	530	101000
132779	82848S	872 EASTERN MONTANA IND		325.00					
1	435071	04/30/20 Library Cleaning Contract		325.00		27364	2220 16 460100	360	101000
132780	82874S	700 CUSTER COUNTY WATER & SEWER		13,435.86					
1	042820	04/30/20 CCWSD Water/Sewer Collections		13,435.86			7980 211020		101000
132781	82875S	371 GENERAL DISTRIBUTING CO.		52.81					
1	00828479	04/30/20 O2 on Account # 47473		52.81*		27140	5510 10 420730	222	101000
132782	82876S	4186 BUCKY JOHNSON		32.04					
1	9282005610	04/27/20 Cell Phone Reimbursement		16.02		27808	5210 23 430550	345	101000
2		Cured Concrete		16.02		27808	5310 31 430630	345	101000
132783	82849S	523 CITY SERVICE, INC.		15,098.31					
1	0420854	04/01/20 10001 Gallons AV Jet-A		14,571.81		1111	5610 87 430300	237	101000
2	0421654	04/03/20 9 Cases AV Oil 20W/50		526.50*		1111	5610 87 430300	250	101000
132784	82850S	870 EAST MAIN ANIMAL CLINIC		169.63					
1	STMT5190	03/31/20 Vet Bill for Shelter Animals		169.63*		27532	1000 21 440600	350	101000
132785	82859S	4062 SCL HEALTH ~ Supplies		189.07					
1	IN9822	03/31/20 Supplies		189.07*		27139	5510 10 420730	222	101000

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132786	-99791C	4010 FELT, MARTIN, FRAZIER & WELDON,	213.75					
1	1637	04/06/20 Litigation	213.75		26793	1000 3 411101	350	101000
132787	82860S	4021 LUCI'S OFFICE, INC	34.30					
1	2015	03/19/20 Renew 2 Domains ~ MCPD	34.30		27536	1000 5 420140	220	101000
132788	82853S	2831 MILES CITY STAR PUBLISHING	799.00					
1	223492	03/13/20 City of Miles City	56.00			1000 3 410500	330	101000
2			56.00			5210 25 430510	330	101000
3			56.00			5310 29 430610	330	101000
4	223579	03/18/20 Public Works/Utility	91.00		25348	1000 201 431200	331	101000
5	223453	03/12/20	270.00		27709	5210 23 430550	330	101000
6			270.00*			2510 107 430220	331	101000
132789	82877S	4008 PITNEY BOWES	274.17					
1	3311047281	04/17/20 Quarterly Payment	91.39			1000 3 410500	220	101000
2			91.39*			5210 25 430510	220	101000
3			91.39			5310 29 430610	220	101000
132790	82878S	4180 INTELLICORP RECORDS, INC. MCFR & PFFF	149.85					
1	04/16/20	Criminal Background Checks	100.40			1000 7 420460	220	101000
2			49.45			5510 10 420730	220	101000
132791	82879S	4244 JOHN T HRUBES	1,750.00					
1	04/15/20	Prosecution Services 1/2 Month	1,750.00*		27407	1000 4 411100	350	101000
132792	82880S	4218 CUSTER COUNTY TRANSIT	13.00					
1	04062020	04/06/20 Volunteer Travel	13.00		27462	2985 15 450330	379	101004
132793	82861S	523 CITY SERVICE, INC.	20,909.64					
1	0422226	04/11/20 6001 Gallons AV Jet-A	8,613.49		1115	5610 87 430300	237	101000
2	0423080	04/15/20 5000 Gallons AV Gas 100LL	12,296.15		1116	5610 87 430300	237	101000
132794	82881S	4171 FERGUSON WATERWORKS #1701	3,245.56					
1	0739433	04/14/20 20 Inch Repair Clamp	1,012.00		27803	5210 23 430550	230	101000
2	0739772	04/30/20 Hydrant Meter Connections	462.22		27809	5210 23 430550	214	101000
3	0744159	04/30/20 3" Hydrant Meter	1,771.34		27809	5210 23 430550	214	101000



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132795	82862S	2560 REGAN PLUMBING & HEATING	329.39					
1	220-11112	03/23/20 Service Line Plugged ~ Sewe	329.39		27802	5310 31 430630	220	101000
132796	82882S	4013 SOLESTONE REIMB SERVICES	4,674.85					
1	11191	04/10/20 March Billing	4,542.56		27145	5510 10 420730	350	101000
2	11203	04/15/20 PPE	132.29*		27148	5510 10 420730	222	101000
132797	82883S	267 HAYNES ENTERPRISES	19,005.90					
1	4290	04/12/20 1703 Pearl ~ ADA & Sidewalk	7,704.25		27713	2510 107 430235	230	101000
2	4317	04/20/20 Stower St Repairs	1,943.34		27722	2510 107 430233	230	101000
3	4328	04/25/20 Corner Fort & 6th St	9,358.31		27722	2510 107 430235	230	101000
132798	82884S	1426 KIWI PETES TREE SERVICE	7,200.00					
1	927144	04/13/20 Tree Removal ~ 13 N Strevell	3,800.00*		27712	2510 107 430220	350	101000
2	927145	04/15/20 Stumps ~ 612 Merriam	1,400.00*		27720	2510 107 430220	350	101000
3	927146	04/16/20 Stumps ~ 321 N 5th St	2,000.00*		27720	2510 107 430220	350	101000
132799	82885S	975 FIREMANS FUND	555.00					
1	12070	04/09/20 Annual Service Fire System	555.00		27711	1000 8 411230	360	101000
132800	82886S	2153 JOHN MUGGLI CONTRACTING LLC	1,500.00					
1	182745	04/09/20 13 N Strevell ~ Crane Rental	1,500.00*		27710	2510 107 430220	350	101000
132801	82887S	4139 BILLINGS PRECAST	8,610.00					
1	59120	04/08/20 Storm Barrels ~ PW & PUD	5,192.50		27708	2510 107 430235	230	101000
2			3,417.50			5310 31 430630	234	101000
132802	82888S	1638 ENVIRO-CLEAN INTERMOUNTAIN LLC	6,927.60					
1	20-7281	04/08/20 Unit #30 Vac Truck	2,597.85		27249	5210 23 430550	363	101000
2			2,597.85			5310 31 430630	363	101000
3			1,385.52			2510 107 430220	363	101000
4			346.38			2520 108 430220	363	101000
132803	82889S	4108 MID-AMERICAN RESEARCH CHEMICAL	1,615.26					
1	0693965	04/03/20 Fireball Sewer Degreaser	1,615.26		27801	5310 31 430630	220	101000
132804	82890S	4215 JGA ARCHITECTS ENGINEERS	1,740.00					
1	10	03/27/20 Police/Fire PAR Split 50/50	870.00*		27540	1000 5 420140	350	101000
2	10	03/27/20 Police/Fire PAR Split 50/50	582.90		27144	1000 7 420460	350	101000
3			287.10			5510 10 420730	350	101000

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132805	82856S	1407 KLJ ENGINEERING LLC	43,200.00					
1	10133693	02/25/20 Des. Serv for 018-2019	8,500.00*		1114	5610 87 430300	944	101000
2	10133698	02/25/20 Des. Serv & AGIS for 018-201	3,000.00*			5610 87 430300	944	101000
3	10135109	03/25/20 Des. Serv for 018-2019	8,000.00*			5610 87 430300	944	101000
4	10135113	03/25/20 FAA Project Closeout 018-201	700.00*			5610 87 430300	944	101000
5	10135114	03/25/20 Des. Serv & AGIS for 018-201	23,000.00*			5610 87 430300	944	101000
132806	82891S	291 ECOLAB PEST ELIMINATION DIVISION	107.12					
1	9096875	04/14/20 Rodent Program	71.77		27146	1000 7 420460	350	101000
2	04/14/20		35.35			5510 10 420730	350	101000
132807	82892S	1330 SCL Health - Sisters of Charity	483.40					
1	500280304	02/29/20 DUI Blood Draws	241.70*		27543	1000 5 420140	350	101000
2	500282697	03/21/20 DUI Blood Draws	241.70*		27543	1000 5 420140	350	101000
132808	82893S	2151 Morrison-Maierle System	299.19					
1	36959	04/13/20 Serial Extension Cables	49.19		27661	2850 105 420140	214	101000
2	36958	04/13/20 Labor Connecting ALI/ANI	250.00		27661	2850 105 420140	350	101000
132809	82894S	4142 CORE & MAIN	1,602.92					
1	M195357	04/20/20 Water Line Repair	932.06		27804	5210 23 430550	230	101000
2	M223968	04/20/20 Clamps & Couplers	670.86		27804	5210 23 430550	230	101000
132810	82895S	237 CPI COLLECTION PROFESSIONALS INC	94.12					
1	51200	03/31/20 Water/Sewer Collections	47.06			5210 25 430510	350	101000
2			47.06			5310 29 430610	350	101000
132811	82896S	504 Cintas	119.54					
1	5016717111	04/21/20 Medical Refill on Med Cabi	119.54		27546	1000 5 420140	210	101000
132812	82863S	999999 MICHAEL MURPHY	647.50					
1	Basic #172	04/22/20 Travel Advance ~ Meals at	647.50		27548	1000 5 420140	370	101000
132813	82897S	4045 LAND SOLUTIONS, INC.	681.50					
1	LS32820	03/27/20 Subdivision Lease- A District	681.50		27604	1000 36 411020	350	101000
132814	82898S	4250 EQUIPMENT MANAGEMENT SOLUTIONS	125.00					
1	126224	04/22/20 Vehicle Tow ~ Brown Toyota	125.00		27549	1000 5 420140	220	101000

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132815	82899S	395 VA MONTANA HEALTHCARE SYSTEM	3,115.83					
1	436K009J2L	05/01/20 May 2020 Rent	3,115.83*		27550	1000 5 420140	530	101000
132816	82900S	902 ENERGY LABORATORIES INC	430.00					
1	306797	04/09/20 Bactis, Nitrogen, oil, TOC's,	311.00		27257	5210 80 430540	352	101000
2	309618	04/24/20 306999, 307762, 308392	119.00			5310 33 430640	352	101000
132817	82901S	1407 KLJ ENGINEERING LLC	34,943.96					
1	10136668	04/24/20 Darling Ph II & III Eng	10,664.01		27805	2510 107 430236	350	101000
2		Darling Ph II Eng	1,054.20			5210 23 430550	940	101000
3		Darling Ph III Eng	7,477.01			5210 23 430550	940	101000
4		Darling Ph II Eng	263.55			5310 31 430630	940	101000
5		Darling Ph III Eng	1,869.25			5310 31 430630	940	101000
6	10136588	04/24/20 Mater Storm Plan/Slough	6,401.50		25349	1000 201 431200	350	101000
7			5,121.20*			2510 107 430235	350	101000
8			1,280.30			2520 108 430235	350	101000
9	10136589	04/24/20 GR/Public Involvement/Outrea	812.94		25349	1000 201 431200	350	101000
132818	82902S	4251 IRON MOUNTAIN	127.80					
1	CKWN326	02/29/20 Confidential Document Shreddi PO#SPB14-2333J-2	127.80		26797	1000 3 410500	350	101000
132819	82903S	999999 BETTY CLAUSON	100.00					
1	1	04/28/20 Volunteer Masks ~ Covid-19	100.00*		27465	2985 15 450340	220	101000
132820	82904S	999999 JOYCE RASCHKOW	620.00					
1	101002	04/28/20 Volunteer Masks ~ Covid-19	620.00*		27466	2985 15 450340	220	101000
132821	82905S	2961 TW ENTERPRISES INC	433.65					
1	45144	04/23/20 Alternator, Pully, & Belt	433.65		27260	5310 33 430640	230	101000
132822	82906S	284 AQUA PURE	5,728.50					
1	MCWMT2001	03/28/20 73070 Polymer	5,728.50		27258	5210 80 430540	222	101000
132823	82907S	2509 QUALITY CONTROL SERVICE	179.25					
1	59695	04/10/20 Recertify Weights	179.25		27259	5310 33 430640	360	101000
132824	82908S	790 DPC INDUSTRIES	140.00					
1	DE72000067	03/31/20 Demurrage	40.00		27256	5310 33 430640	222	101000
2			100.00			5210 80 430540	222	101000

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132825	82909S	268 MILES CITY SANITATION INC.	1,089.00					
1	205313	04/01/20 1 Garbage Bin (4/20 thru 3/21)	1,089.00			5610 87 430300	220	101000
132826	82910S	2510 QUAD K SUPPLY	443.50					
1	57151	03/13/20 Supplies ~ Fire/Ambulance	210.72		27750	1000 7 420460	220	101000
2			103.78			5510 10 420730	220	101000
3	57612	05/04/20 Disinfectant ~ Library	129.00		27367	2220 16 460100	224	101000
132827	82911S	999999 AUSTIN JOHNSON	87.52					
1	04302020	05/01/20 Water Deposit Refund	87.52			5210 214010		101000
132828	82912S	4203 DETROIT INDUSTRIAL TOOL	538.98					
1	577247	04/03/20 Cured Concrete	269.49		27807	5210 23 430550	220	101000
2			269.49			5310 31 430630	220	101000
132829	82913S	4047 SAFEGUARD BUSINESS SYSTEMS	246.16					
1	034051508	04/30/20 Claim Checks	82.05		26798	1000 3 410500	210	101000
2			82.05			5210 25 430510	210	101000
3			82.06			5310 29 430610	210	101000
132830	82914S	4252 AMBIENTE H2O INC	3,988.47					
1	V200108	02/12/20 Pumps, Rotors & SRT	3,988.47		27261	5310 33 430640	230	101000
132831	82915S	4134 FICKLER OIL COMPANY, INC	937.83					
1	67039	04/29/20 OIL	375.13		26499	2510 107 430220	231	101000
2			93.80			2520 108 430220	231	101000
3			234.45			5210 23 430550	231	101000
4			234.45			5310 31 430630	231	101000
132832	82916S	2537 RDO EQUIPMENT CO	5,850.00					
1	E0282012	04/28/20 UNIT 39	1,560.00		26496	2510 107 430220	214	101000
2			390.00			2520 108 430220	214	101000
3			1,950.00			5210 23 430550	214	101000
4			1,950.00			5310 31 430630	214	101000
132833	82917S	4146 Car Quest - East-Mont Auto	6,419.00					
1	14441-1753	04/15/20 Pressure Washer for Shop	1,711.73		26495	2510 107 430220	214	101000
2			427.93			2520 108 430220	214	101000
3			2,139.67			5210 23 430550	214	101000
4			2,139.67			5310 31 430630	214	101000

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132834	82918S	800 DOEDEN CONSTRUCTION	8,463.47					
1	58378	03/30/20 Pearl & Jordan	926.60		27806	5210 23 430550	220	101000
2	58402	04/07/20 4th & Palmer	401.25		27806	5210 23 430550	220	101000
3	56861	04/21/20 Pearl & Cottage	1,211.25		27723	2510 107 430235	230	101000
4	56905	04/28/20 Shop	926.25		27723	2510 107 430235	230	101000
5	85210	04/13/20 Gravel	1,348.84		27723	2520 108 430233	350	101000
6	85211	04/13/20 Gravel	1,225.33		27723	2520 108 430233	350	101000
7	85212	04/13/20 Gravel	1,328.48		27723	2520 108 430233	350	101000
8	85213	04/13/20 Gravel	1,045.47		27723	2520 108 430233	350	101000
9	58404	04/07/20 Concrete	50.00		27723	5210 23 430550	220	101000
132835	82919S	999999 AL OLSON	9.09					
1		April 2020 05/04/20 DAV Meals	9.09		27469	2985 15 450330	379	101000
132836	82920S	4253 DOUBLE J CONSTRUCTION	4,311.88					
1		04/29/20 6TH & PALMER	4,311.88		27715	2510 107 430235	230	101000
132837	82921S	4254 MC ELECTRIC, LLC	85.00					
1	2281	04/14/20 OASIS PUMP REPAIR	85.00		27717	1000 13 460433	350	101000
132838	82922S	499 CHECKERS INC	130.00					
1	104344	04/08/20 RANDOM TESTING	104.00		27718	2510 107 430220	220	101000
2			26.00			2520 108 430220	220	101000
132839	82923S	2560 REGAN PLUMBING & HEATING	218.82					
1	220-11215	04/15/20 Denton Field	204.33		27719	1000 13 460433	230	101000
2	220-11350	04/30/20 Denton	14.49		27719	1000 13 460433	230	101000
132840	82924S	1120 GLADER ELECTRIC CO	1,500.00					
1	89938	04/29/20 Balsam Drive	750.00		27724	2430 49 430263	230	101000
2			750.00			2430 49 430263	360	101000
132841	C	278 TITAN MACHINERY	654.44					
1	13887029	04/28/20 Unit #43	523.55		26497	2510 107 430220	363	101000
2			130.89			2520 108 430220	363	101000
132842	82925S	1286 DENNIS HIRSCH	21,830.72					
1	Apr 2020	04/30/20 April Building Permits & Pla	21,830.72		27714	2394 18 420531	350	101000

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132843	82926S	999999	MARTIN KELSTRUP	1,052.13					
1	20-0106	05/05/20	Ambulance Refund	1,052.13		26000	5510 342026		101000
132844	82927S	999999	DAVID ROBBINS	98.16					
1	19-1670	05/05/20	Ambulance Refund	98.16		27950	5510 342026		101000
132845	82928S	4165	NORTHSTAR ELECTRIC SERVICE	4,542.49					
1	1384	11/23/17	Labor & Materials ~ Stairway L	175.78		27368	2220 16 460100	360	101000
2	2335	02/24/20	Main Lights Repair & Replace	1,459.14		27370	2220 16 460100	360	101000
3	2334	02/24/20	Basement Lighting Replace	917.57		27369	2220 16 460100	360	101000
4	2356	04/01/20	Reading RM Lights in MT Room	1,990.00		27371	2220 16 460100	360	101000
132846	82929S	4255	INFOUSA MARKETING INC	215.00					
1	83528354	04/21/20	City Directory Hardcover	215.00		27372	2220 16 460100	382	101000
# of Claims				91	Total:		394,910.98		
Total Electronic Claims				88,409.40	Total Non-Electronic Claims		306501.58		